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SK-10828

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REAL ESTATE CONTRACT

This contract, made and entered into this tenth day of February, 1978, between DENNIS V. McEVOY and RHODA E. McEVOY, husband and wife, hereinafter called the seller, and WILLIAM F. WILKINS and DOLORES J. WILKINS, husband and wife, hereinafter called the purchaser,

WITNESSETH:

That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances in Skamania County, State of Washington:

All that portion of Government Lots 5 and 8 of Section 36, Township 3 North, Range 7 1/2 E. W. M., lying northerly of Strawberry Road; EXCEPT the following described tract: Beginning at a point 33 feet east of the northwest corner of the said Government Lot 5; thence south 1,571.5 feet; thence south 31° 37' east 181 feet to the northerly line of Strawberry Road; thence along the northerly line of said road north 55° 34' east 210.1 feet; thence north 1,602 feet to the north line of said Government Lot 5; thence west 264.5 feet to the point of beginning; AND EXCEPT the following described tract used as county road: Beginning at a point 126.5 feet north of the southwest corner of the said Government Lot 8; thence east 100.4 feet; thence north 24° 35' east 99 feet; thence north 20° 25' west 77 feet; thence north 54° 06' west to a point 33 feet east of the west line of the said Government Lot 8; thence north to the north line of the said Government Lot 5; thence west 33 feet to the northwest corner of the said Government Lot 5; thence south to the point of beginning;

AND EXCEPT that portion thereof platted as HILLTOP MANOR according to the amended plat thereof on file and of record at page 110 of Book A of Plats, Records of Skamania County, Washington;

AND EXCEPT that portion thereof lying within and southerly of County Road No. 2385 designated as El Paso Lane as described in deed dated May 14, 1970, and recorded at page 759 of Book 61 of Deeds, Records of Skamania County, Washington; said excepted parcel lying westerly of the public road designated as Montell Terrace Extension and Montell Terrace and including a strip of land lying westerly of the west boundary of HILLTOP MANOR aforesaid and extending south to Strawberry Road.

The terms and conditions of this contract are as follows: The purchase price is Sixty Thousand and No/100 (\$60,000.00) Dollars, of which Seventeen Thousand Four Hundred and No/100 (\$17,400.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price, being Forty-Two Thousand Six Hun-

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dred and No/100 (\$42,600.00) Dollars, shall be paid in four (4) annual installments as follows:

- (a) An installment in the sum of Ten Thousand and No/100 (\$10,000.00) Dollars to be paid January 10, 1979;
- (b) An installment in the sum of Ten Thousand and No/100 (\$10,000.00) Dollars to be paid January 10, 1980;
- (c) An installment in the sum of Ten Thousand and No/100 (\$10,000.00) Dollars to be paid January 10, 1981; and
- (d) a final installment in the sum of Twelve Thousand Six Hundred and No/100 (\$12,600.00) Dollars to be paid January 10, 1982.

The unpaid balance of the purchase price shall at all times bear interest at seven per-cent (7%) per annum, payable on the installment due dates. Interest shall be paid in addition to principal installments.

All payments to be made hereunder shall be made at P. O. Box 340, Stevenson, Washington 98648.

As referred to in this contract, "date of closing" shall be February 10, 1978.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between seller and purchaser hereafter become a lien on said real estate.

(2) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of said real estate.

(3) The purchaser assumes all hazards of damage to or destruction of any improvements hereafter placed on said real estate, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction

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or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(4) Seller agrees to release by deed one acre of said premises to be selected by purchaser and to be conveyed in partial fulfillment of this contract with no payment or installment other than those specified above; provided, however, that purchaser will pay for all costs of said release by deed including survey and subdivision or short-plat expense; and provided further that seller will retain adequate access to the remainder of the premises subject to the contract.

(5) The seller agrees to deliver within fifteen (15) days of the date of closing, a purchaser's policy of title insurance in standard form, issued by Skamania County Title Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

(a) Printed general exceptions appearing in said policy form; (b) Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which

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the conveyance hereunder is to be made subject.

(6) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following: (a) General taxes payable in 1978 which shall be pro-rated between the parties as of February 10, 1978; (b) an easement and right of way for a natural gas pipeline granted to Pacific Northwest Pipeline Corporation, a Delaware corporation, by right of way contract dated December 13, 1955, and recorded February 6, 1956, at page 80 of Book 41 of Deeds, Records of Skamania County, Washington; and (c) easements and rights of way for public roads over and across said premises.

(7) The purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. During the term of this contract the purchaser agrees neither to cut nor remove any merchantable timber from said premises without the prior written consent of the seller. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date of closing.

(8) In case the purchaser fails to make any payment herein provided, the seller may make such payment, and any amounts so paid by the seller, together with interest at the rate of ten per-cent (10%) per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

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(9) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default. Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at his address last known to the seller.

(10) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit. If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

SELLER

Dennis V. McEvoy
DENNIS V. McEVROY
Rhoda E. McEvoy
RHODA E. McEVROY

PURCHASER

William F. Wilkins
WILLIAM F. WILKINS
Dorcas J. Wilkins
DORCAS J. WILKINS

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STATE OF WASHINGTON }
County of Skamania } ss.

On this day personally appeared before me DENNIS V. McEVOY and RHODA E. McEVOY, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of February, 1978.

Robert J. Salomon
Notary Public, in and for the State of Washington, residing at Stevenson therein.

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
R. J. Salomon
OF *Stevenson, Wa*
AT *8:22 A.M. Feb 8* 1978
WAS RECORDED IN BOOK *74*
OF *Series* AT PAGE *256*
RECORDS OF SKAMANIA COUNTY, WASH
D. Walcott
COUNTY AUDITOR

REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR.	<input checked="" type="checkbox"/>
INDIRECT:	<input checked="" type="checkbox"/>
RECORDED:	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>